



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

DO NOT ENCUMBER

| | | | | | |
|---|-------------------------------|-------------------------------------|--|------------------------------|------------------------------------|
| <input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel | Vendor Code VICTORV335 | SC | Dept. PHL | A | Contract Number 00-619 A-1 |
| County Department DEPARTMENT OF PUBLIC HEALTH | | | Dept. PHL | Orgn. 2605 | Contractor's License No. |
| County Department Contract Representative Charlesetta "Charlye" Griffin | | | Telephone (909) 387-0214 | | Total Contract Amount \$410,000 |
| Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other | | | | | |
| If not encumbered or revenue contract type, provide reason: | | | | | |
| Commodity Code | | Contract Start Date July 1, 2000 | Contract End Date June 30, 2004 | Original Amount \$100,000 | Amendment Amount \$110,000 |
| Fund AAA | Dept. PHL | Organization 2605 | Appr. 200 | Obj/Rev Source 2165 | GRC/PROJ/JOB No. 93130 |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. |
| Project Name | | | Estimated Payment Total by Fiscal Year | | |
| | | | FY | Amount | I/D |
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THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name

Victor Valley Animal Protective League

hereinafter called

Society

Address

21779 Zuni Road

Apple Valley, CA 92307

Phone

Birth Date

(760) 247-2102

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO.1

It is hereby agreed to amend Contract No. 00-619 as follows:

Section 6 is amended to read, "Society shall maintain records of all animals by species delivered to the Society by parties authorized in Section 1. Society shall report to the County Department of Public Health not later than the tenth of each month, the total number of each species of each animal delivered to the Society during the previous month. The County shall allow the Society to use computer printouts of the Society's preference for impound slips and reports submitted to the County."

Section 9 is amended to read, "In consideration of the above services, the County shall pay the Society the following fees:

| | |
|---|---------------|
| a. Owned and stray dogs and non-nursing puppies held for a minimum of 96 hours (or as mandated by Food and Agriculture Code 31108) and destroyed. Stray dogs with nursing puppies are considered one dog. | \$35.00 each |
| b. Owned and stray animals held for quarantine observation in accordance with Section 2. | \$14.00 /day |
| c. Owned and stray animals (other than cats and kittens) destroyed as authorized herein. | \$16.50 each |
| d. Dogs held for license check. | \$14.00/ day |
| e. Animals disposed of after quarantine or license check. | \$16.50 each |
| f. Owned and stray cats and kittens destroyed as authorized herein. | \$14.00 each |
| g. Owned and stray dead animals delivered to Society by parties authorized in Section 1. | \$10.00 each |
| h. Owned and stray cats and non-nursing kittens held for a minimum of 96 hours (or as mandated by Food and Agriculture Code 31752) and destroyed. Stray cats with nursing kittens considered as one cat. | \$22.00 each" |

Section 10 is amended to read: "The Society shall be reimbursed for clerical time spent on the sale of County dog licenses, at the rate of \$2.50 for each license sold."

Section 12 is amended to read: "It is agreed that Society is an independent contractor hereunder and that the officers, employees, agents and volunteers of Society are not the agents, officers, employees, and/or volunteers of County. Society agrees that no vehicles of any kind (owned, hired, and non-owned) will be used in the performance of any County related business under this agreement at any time for any reason."

Section 13 is deleted and is replaced with a new Section 13, that now reads as follows: "The Society agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law."

Section 14 is deleted and is replaced with a new Section 14, that now reads as follows: "Without in anyway affecting the indemnity herein provided and in addition thereto, Society shall secure and maintain throughout the contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Society and all risks to such persons under this Agreement.

If Society has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Societies that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonable priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General Insurance - This policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

Additional Named Insured - All policies, except for the Workers Compensation, Errors and Omissions and Professional Liability Policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Society shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Society shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the County's commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and Society shall maintain such insurance from the time County commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this contract, the Society shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirement are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonable, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonable priced or unavailable types of insurance coverage or coverage limits become reasonable priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Society agrees to execute any such amendment within thirty (30) days of receipt."

Section 15 is deleted in its entirety.

Section 16 is deleted in its entirety.

Section 19 is amended to read: "This agreement is effective as of July 1, 2000, and shall expire on June 30, 2004, unless otherwise terminated or amended. Notwithstanding the foregoing, either party may terminate this Contract at any time upon 60 days prior written notice to the other party. Such notification shall state the effective date of termination. In the event of termination of the Contract prior to the end of its term, the County shall reimburse the Society for services rendered only through the date of termination."

Section 22 is amended to read: "Any correspondence and notices required or contemplated by this agreement shall be delivered to the respective parties at the addresses set forth below and are deemed received by the party to whom they are addressed one day after their deposit in the United States mail, postage prepaid.

Society: _____
General Manager
Victor Valley Animal Protective League
21779 Zuni Road
Apple Valley, CA 92307

County: Jeanne Kroeger
Program Manager
Animal Control and Care
606 E. Mill Street, Second Floor
San Bernardino, CA 92415-0003

County **(Insurance Information Only):**
County of San Bernardino
c/o Insurance Data Services
P.O. Box 12010 - CB
Hemet, CA 92546-8010"

This amendment is effective as of July 1, 2003.

All other terms and conditions shall remain in full force and effect.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Victor Valley Animal Protective League
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title General Manager
(Print or Type)

Dated _____

Address 21779 Zuni Road
Apple Valley, CA 92307

Approved as to Legal Form

►
(Scott Runyan), County Counsel

Date _____

Reviewed by Contract Compliance

►
Lori Ciabattini, HSS Contracts Unit

Date _____

Presented to BOS for Signature

►
James A. Felten

Date _____

**Auditor/Controller-Recorder
Use Only**

| | |
|--|------------------------------|
| <input type="checkbox"/> Contract Database | <input type="checkbox"/> FAS |
| Input Date | Keyed By |